

Welcome to BenefitsOptimization.com, the website and online service of Benefits Optimization, LLC ("BOPT" "We," "Us", or "Our"). This page explains the terms by which you may use Our web site, web widgets, feeds, links, mobile device software applications (collectively, the "BOPT Software"), applications for third-party web sites and services, and any other mobile or web services or applications owned, controlled, or offered by BOPT (collectively the "Service"). By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content, or simply by making any use of the BOPT Software or Service, you (a) accept this Terms of Use Agreement (this "Agreement") and agree to be bound by each of its terms, and (b) represent and warrant to BOPT that (i) you are at least 13 years of age and have the authority to enter into this Agreement (either on your own behalf or by having a parent or legal guardian agree to the terms set forth herein on your behalf), (ii) this Agreement is binding and enforceable against you, (iii) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity, and (iv) you have read and understand BOPT's privacy policy, the terms of which are included at the end of this Agreement, and agree to abide by such privacy policy.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to this Agreement. If We substantively amend this Agreement, We will update this Agreement and such changes will not take effect until seven (7) days after such notice has been sent, during which period of time you may reject the changes by terminating your account. You may terminate your account by sending an e-mail to support@benefitsoptimization.com. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

1. Use of Our Service

The Service is not for use in emergency or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

The contents of BOPT Software, such as text, graphics, images, videos, information obtained from third parties, and other material contained on the Site ("Content") are for informational purposes only. The sites and applications linked from the BOPT Software are not under BOPT's control, and BOPT does not assume any responsibility or liability for any communications or materials available at such linked sites or applications. BOPT does not intend links on the Service to be referrals or endorsements of the linked entities; they are provided for convenience only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. We are not a hospital, group of doctors, licensed practice or any other type of medical organization.

IF YOU HAVE ANY MEDICAL HISTORY THAT MAY PUT YOU AT RISK, INCLUDING, WITHOUT LIMITATION, ONE OR MORE THE CONDITIONS LISTED BELOW, YOU SHOULD ALWAYS SEEK APPROVAL FROM A QUALIFIED HEALTH CARE PRACTITIONER PRIOR TO USING THE SERVICE: HEART DISEASE, HIGH BLOOD PRESSURE, FAMILY HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, CHEST PAIN CAUSED BY PREVIOUS EXERCISE, DIZZINESS OR LOSS OF CONSCIOUSNESS CAUSED BY PREVIOUS EXERCISE, BONE OR JOINT PROBLEMS, DIABETES, HIGH CHOLESTEROL, OBESITY, ARTHRITIS. YOU SHOULD ALWAYS CONSULT WITH YOUR DOCTOR, PHYSICIAN, NUTRITIONIST, HEALTH CARE PRACTITIONER AND/OR ANY OTHER SIMILAR PROFESSIONAL ADVISORS BEFORE MAKING DECISIONS REGARDING YOUR HEALTH.

You should be aware that there are inherent physical and mental health risks to exercise, including risk of injury or illness. We highly recommend you seek guidance from a qualified health care practitioner if you have any preexisting injuries or conditions that may compromise the joints, muscles, or other tissues involved in your workouts, or that might otherwise interfere with recommended activities. By accessing the Service, you acknowledge and agree that your performance of any and all exercises or activities referenced by the Service are wholly at your own risk. BOPT will not be liable for any physical or mental injury or illness that may result, whether directly or indirectly, you may suffer while participating in Services. While Content may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, you assume sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form. We encourage you to seek multiple sources of information regarding how to perform each exercise correctly, and to consider consulting with a qualified coach, instructor, personal trainer, or physical therapist, especially if you are new to any of the forms of training or activity you seek to perform. You should discontinue exercise in cases where it causes pain or severe discomfort, and should consult a medical expert prior to returning to exercise in such cases.

Never disregard professional medical advice or delay in seeking it because of something you have read on the Service. We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on BOPT Software. You should not rely on any information provided by Us, Our employees, others appearing on BOPT Software, or other visitors to the Service.

2. Eligibility

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use, or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. If you are under 18 years of age you may use the Service only if you either are an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. The Service is not available to any Users previously removed from the Service by BOPT.

We reserve the right to deny you access to the Service for any reason or no reason, including if We determine, in Our sole discretion, that you have medical conditions which may make the Service inappropriate for you.

3. Accounts

To access certain features of the Service, you will need to register with BOPT and create an Account. Your Account gives you access to the Service and functionality that We may establish and maintain from time to time and in Our sole discretion. If you open an Account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

You may never use another Account without the Account owner's permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify BOPT immediately of any breach of security or unauthorized use of your Account. BOPT will not be liable for any losses caused by any unauthorized use of your Account. You are solely responsible for the information provided within your Account, and you hereby agree to keep this information fully accurate and up-to-date.

By providing BOPT your email address you consent to Our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. To opt out, please send an e-mail to support@benefitsoptimization.com.

4. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the BOPT servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that BOPT grants the operators of public search engines revocable permission to use spiders to copy materials from benefitsoptimization.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at Our sole discretion an unreasonable or disproportionately large load on Our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including Account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any Content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures We may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the BOPT Service to a User's device in such a manner that the data is intended for real-time viewing or listening and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

BOPT may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in BOPT's sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

All aspects of the Service are subject to change or elimination at BOPT's sole discretion. BOPT reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that BOPT will not be liable to you for any interruption of the Service, delay, or failure to perform.

You are solely responsible for your interactions with other BOPT Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. BOPT shall have no liability for your interactions with other Users, or for any User's action or inaction.

5. User Content

Some areas of the Service may allow Users to post content such as feedback, comments, questions, and other information ("User Content"). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "Post") on the Service. You agree to grant Us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content. You understand that whether or not such User Content is published, BOPT does not guarantee any confidentiality with respect to any User Content.

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in BOPT's sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose BOPT or its users to any harm or liability at any time.

BOPT respects the intellectual property of others, and asks you and all users to do the same. Material available on or through other websites may be protected by copyright and the intellectual property laws of the United States and/or other countries, and the terms of use of those websites, and not this Agreement, govern your use of that material. It is BOPT's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the Accounts of Users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of BOPT and/or others.

If you believe that your intellectual property or work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide BOPT's Agent for Notice with the following information in English (your "Notice"):

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located within the Services;
- d. Your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and,
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

In some circumstances, in order to notify the individual or entity who or which provided the allegedly infringing content to which BOPT has disabled access, BOPT may forward a copy of a valid Notice including name and email address to such individual or entity. BOPT's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail and email:

Benefits Optimization, LLC
1 Meadowlark Lane
Bedford, NY 10506
support@benefitsoptimization.com

6. Our Proprietary Rights

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, User Content, and all Intellectual Property Rights related thereto, are the exclusive property of BOPT and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property

Rights, and you agree not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or We may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or Our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place BOPT under any fiduciary or other obligation, and that We are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, BOPT does not waive any rights to use similar or related ideas previously known to BOPT, or developed by its employees, or obtained from sources other than you.

7. Paid Services

7.1. Billing Policies. Certain aspects of the Service may be provided for a fee or other charge. BOPT may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

7.2. No Refunds. You may cancel your Account at any time; however, there are no refunds for cancellation. In the event that BOPT suspends or terminates your Account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your Account, or for anything else.

8. Privacy

We care about the privacy of Our Users. BOPT may rely on collecting your personally identifiable information ("PII") to customize Content and User experience. We may at times work with third parties to present offers and advertisements which We believe are relevant to you which may be based on your PII. Our main purpose in collecting PII is to provide you with an excellent service and overall user experience. We go to great lengths to safeguard your information, and We aim to give you ultimate control in what information you share and how it is used. We strive to maintain transparency and will not use or share your information with anyone except as described in this Privacy Policy. This Privacy Policy does not apply to information We collect by other means (including offline) or from other sources.

8.1 Information We Collect

8.1.1. User-Provided Information: You may provide Us information about yourself, such as your name, e-mail address, body information (including sex, height, weight, body type), age, birth date, fitness information (general health, physical injuries, fitness level), workout goals (fitness goals, desired intensity, body part focus, fitness milestones), fitness resources and equipment, exercise preferences, workout schedule, and workout history, if you register for an Account with the Service (including by "following," "liking," "becoming a fan," adding the BOPT application, etc., on a third party website or network). If you correspond with Us by email, We may retain the content of your email messages, your email address, and Our responses. We may also retain any messages you send through the Service.

Cookies Information: When you visit the Service, We may send one or more cookies – a small text file containing a string of alphanumeric characters – to your computer that uniquely identifies your browser and lets BOPT help you log in faster and enhance your navigation through the site. A cookie may also convey anonymous information about how you browse the Service to Us. A cookie does not collect personal information about you. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser's directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

8.1.2. Log File Information: Log file information is automatically reported by your browser each time you access a web page. When you use the Service, Our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, and other such information.

8.1.3. Pixel Tags Information: When you use the Service, We may employ pixel tags (also known as clear gifs or web beacons), which are used to track the online usage patterns of Our Users anonymously. No PII from your BOPT Account is collected using these pixel tags. In addition, We may also use pixel tags in HTML-based emails sent to Our users to track which emails are opened by recipients. The information is used to enable more accurate reporting, improve the effectiveness of Our marketing, and make BOPT better for Our Users.

8.1.4. Geographic Information: We may also, from time to time, collect geographic information from your computer or mobile device, subject to any applicable privacy settings.

8.1.5. Third Party Services: BOPT may use Google Analytics or other third party products or services to help understand use of the Service. Such services collect the information sent by your browser as part of a web page request, including cookies and your IP address. Google Analytics (or such other third party service provider) also receives this information and their use of it is governed by their privacy policy.

8.2. How We Use Your Information

Personally Identifiable Information: BOPT will not share your PII, such as body information, on an individual level to any outside parties, except as necessary to provide you the functionality of the Service. We will not share your email address with any third parties except as described in this Privacy Policy. Any personal information or content that you voluntarily disclose for posting to the Service becomes available to the public, as controlled by any applicable privacy settings. You may cancel your Account at any time, and you will have the option to permanently delete all of your information from Our records. If you remove information that you posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users have copied or saved that information.

From time to time, We may run contests, special offers, or other events or activities ("Events") on the Service together with a third party partner. If you provide information to such third parties, you give them permission to use it for the purpose of that Event and any other use that you approve. We cannot control third parties' use of your information. If you do not want your information to be collected by or shared with a third party, you can choose not to participate in these Events.

As We develop Our business, We may transfer or assign assets in the course of corporate divestitures, mergers, or dissolution or sale of assets or business offerings. Data and information held by BOPT (including PII) may be transferred in connection with such corporate transactions.

Except as otherwise described in this Privacy Policy, BOPT will not disclose personal information to any third party unless required to do so by law or subpoena or if We believe that such action is necessary to (a) conform to the law, comply with legal process served on Us or Our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce Our Terms of Use, take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of Our site; and (c) to exercise or protect the rights, property, or personal safety of BOPT, Our Users or others.

Non-Personally Identifiable Information: We may share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain BOPT services.

BOPT may allow third-party ad servers or ad networks to serve advertisements on the Service. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on BOPT. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or web beacons) to measure the effectiveness of their advertisements and to personalize the advertising content. BOPT does not provide any PII to these third-party ad servers or ad networks without your consent. However, please note that if an advertiser asks BOPT to show an advertisement to a certain audience and you respond to that advertisement, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach. In addition, third-party advertisers may use information (not including your name, address, email address, body information, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. The BOPT Privacy Policy does not apply to, and We cannot control the activities of, third-party advertisers. Please consult the respective privacy and opt-out policies of such advertisers for more information.

8.3. Compromise of Personal Information

In the event that personal information is compromised as a result of a breach of security, BOPT will promptly notify those persons whose personal information has been compromised, via email or otherwise in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

8.4. Your Choices About Your Information

You may, of course, decline to submit PII through the Service, in which case BOPT may not be able to provide certain Services to you. You may update or correct your Account information and email preferences at any time by sending an e-mail to support@benefitsoptimization.com. You can review and correct the information about you that BOPT keeps on file by contacting Us directly at support@benefitsoptimization.com.

9. Indemnity

You agree to defend, indemnify and hold harmless BOPT and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your Account; (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (vii) physical or mental injury or death occurring, whether to you or a third party, in connection with your use of the Service.

10. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BOPT OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, BOPT, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

BOPT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE BOPT SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND BOPT WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

BOPT MAKES NO CLAIM THAT OUR CONTENT IS MEDICALLY SAFE FOR ANY INDIVIDUAL TO PERFORM AND HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES THEREFOR. BOPT MAKES NO WARRANTY OR GUARANTEE THAT USE OF THE INFORMATION OR CONTENT PROVIDED BY THE SERVICE WILL RESULT IN ANY HEALTH RESULT, INCLUDING WITHOUT LIMITATION HEALTH BENEFITS OR WEIGHT LOSS. THE CONTENT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. YOU SHOULD SEEK MEDICAL ADVICE FROM A QUALIFIED HEALTH CARE PRACTITIONER PRIOR TO BEGINNING ANY NEW EXERCISE, DIET PROGRAM OR ATTEMPTING ANY CONTENT.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet or the Services. While it is BOPT's objective to make the Services accessible at all times, the Services may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Services may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of BOPT, access to the Services may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, BOPT shall not be liable in any way for any delay in responding to an inquiry or question forwarded by you or the effects any delay or unavailability may have on you. YOU AGREE THAT BOPT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICES AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE SERVICES.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOPT, ITS AFFILIATES, AGENTS, DIRECTORS, MANAGERS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL BOPT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOPT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PHYSICAL INJURY, MENTAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL BOPT, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO BOPT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BOPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. BOPT makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

12. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by BOPT without restriction.

13. General

13.1. Governing Law. You agree that: (i) the Service shall be deemed solely based in New York; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over BOPT, either specific or general, in jurisdictions other than New York. This Agreement shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and BOPT that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in New York County, New York, unless submitted to arbitration as set forth in the following paragraph.

13.2. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$5,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13.3. Notification Procedures. BOPT may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on Our website, as determined by BOPT in Our sole discretion. BOPT reserves the right to determine the form and means of providing notifications to Our Users, provided that you may opt out of certain means of notification as described in this Agreement. BOPT is not responsible for any automatic filtering you or your network provider may apply to email notifications We send to the email address you provide Us. We recommend that you add support@benefitsoptimization.com to your email address book to help ensure you receive email notifications from Us.

13.4. Entire Agreement/Severability. This Agreement, together with any amendments and any additional written or electronic agreements you may enter into with BOPT in connection with the Service, shall constitute the entire agreement

between you and BOPT concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

13.5. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and BOPT's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.6. Force Majeure. BOPT shall not be liable to you for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control. Please contact Us at support@benefitsoptimization.com with any questions regarding this Agreement.